



This Request for Applications will be provided in alternative formats for individuals with disabilities upon request.

## REQUEST FOR PROPOSALS (RFP)

**DATE ADVERTISED: September 21, 2017**

RFP TITLE: Best Start for Kids: Evidence-Based and Evidence-Informed  
Home Visiting Programs (Prenatal-5 Years)

DUE DATE: Thursday, November 2, 2017 – no later than 2:00 PM

CONTACT: Chris D'Abreu – [CPRES-BSK@kingcounty.gov](mailto:CPRES-BSK@kingcounty.gov) – (206) 263-5900

Proposals are hereby solicited and will only be received by email to:

[CPRES-BSK@kingcounty.gov](mailto:CPRES-BSK@kingcounty.gov)

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*If you are unable to submit via email, contact Chris at 206-263-5900 for alternate arrangements.*

# EVIDENCE-BASED AND EVIDENCE-INFORMED HOME VISITING PROGRAMS (PRENATAL-5 YEARS)

## REQUEST FOR PROPOSAL

### I. INTRODUCTION

#### A. BSK DESCRIPTION

Best Starts for Kids (BSK) is an initiative to improve the health and well-being of King County by **investing in promotion, prevention, and early intervention** for children, youth, families, and communities. Best Starts for Kids is rooted in the fundamental belief – from within King County government and across King County’s richly diverse communities – that our county is a region of considerable opportunity, and that we all benefit when each and every King County child, youth and young adult is supported to achieve their fullest potential. Lives of health, prosperity and purpose must be within reach for every King County resident. With Best Starts for Kids, we will work to assure that neither zip code nor family income constrain our young people from pursuing lives of promise and possibility.

Best Starts for Kids will drive toward the following three results:

- Babies are born healthy and are provided with a strong foundation for lifelong health and wellbeing.
- King County is a place where everyone has equitable opportunities to be safe and healthy as they progress through childhood, building academic and life skills to be thriving members of their communities.
- Communities offer safe, welcoming and healthy environments that help improve outcomes for all of King County’s children and families, regardless of where they live.

#### B. EQUITY AND SOCIAL JUSTICE

For many in our region, King County is a great place to live, learn, work and play. Yet we have deep and persistent inequities - especially by race and place - that in many cases are getting worse and threaten our collective prosperity. Launched by King County Executive Ron Sims in 2008 and formalized by Executive Dow Constantine and the Metropolitan King County Council via ordinance in 2010, Equity and Social Justice (ESJ) is an integrated part of the County’s work and foundational to the work of Best Starts for Kids. Our goal is to ensure that all people, regardless of who they are and where they live, have the opportunity to thrive, with full and equal access to opportunities, power, and resources. For all BSK funded programs, we seek to support organizations that are reflective of and embedded in the communities they serve, and recognize and address the disparities and disproportionality that exist in our communities.

## II. STRATEGY

### A. HOME-BASED SERVICES STRATEGY DESCRIPTION

#### What is Home Visiting?

The Best Starts for Kids Implementation Plan identifies Home-Based Services as a primary strategy for improving child and family outcomes. One important type of Home-Based Service is home visiting. Home visiting is a type of family support provided to expecting parents and parents of children birth to age 5, in which trained home visitors provide services and supports for parents and children where they live.

Home visiting programs are:

- **Regular**—A home visitor provides services in the home with a standard frequency, such as weekly, biweekly, or monthly
- **Sustained**—Services typically last between nine months and five years
- **Relationship-based**—Families experience changes through cultivation of the relationship between the home visitor and caregiver and the caregiver and child
- **Standardized**—Follow written guidelines and/or a curriculum that specify how the home visiting program should be delivered

#### BSK Values Multiple Types of Evidence for Home Visiting Programs

There are many different home visiting programs or models implemented nationally and here in King County, each with different focus populations, program components, and intended outcomes. The field of home visiting has been shaped by the evidence-based practice movement and this has resulted in a focus on rigorously testing different home visiting models to determine if they improve the lives of participating children and families—often in comparison to a control group or matched sample.<sup>1</sup> BSK acknowledges the value of traditional research evidence in determining “what works” and in continuously improving those programs.

For the last several years, however, there has been a growing national movement expanding our understanding of what constitutes evidence. This movement notes that most evidence-based programs have not been tested in diverse communities and are often not designed to reach and serve specific community needs. Advocates in the behavioral health field have identified other important types of evidence, including “community-defined evidence” (CDE) and “practice-based evidence” (PBE).

- Community-defined evidence refers to a set of practices that communities have used and determined to yield positive results as determined by community consensus over time.

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<sup>1</sup> Buyasse, V., & Wesley, P. (Eds.). (2006). *Evidence-Based Practice in the Early Childhood Field*. Washington DC: Zero to Three.

- Practice-based evidence refers to local aggregate evidence collected from individual client histories to learn what is happening in community practice.<sup>2</sup>

These concepts expand a common understanding of “evidence” by including community-based expertise—such as experience, knowledge, and local client data—and shows that “practitioners in the field, families, communities, and diverse cultures serve a vital role” in identifying optimum programs and practices.<sup>3</sup>

### Creating a Continuum of Home Visiting Services

Reflecting our value for equity and inclusivity, BSK is investing in a range of home-visiting services across age groups, geography, diversity of communities, service intensity, and types of evidence so that we can meet the range of needs in the County.

To do that, BSK will invest in:<sup>4</sup>



- **Evidence-Based Programs** use a standardized, well-defined model that has been proven effective through rigorous research design when implemented with fidelity.
- **Evidence-Informed Programs** use a documented model that has been shown to produce positive outcomes in at least one comparison study.
- **Community-Informed Programs and Practices** use approaches that are designed for, and/or implemented in, a specific community. They should be valued by that community, embedded in cultural and social conditions, and/or address populations for which EBPs or EIPs have not been developed.<sup>5</sup>

**THIS RFP IS FOR EVIDENCE-BASED PROGRAMS AND EVIDENCE-INFORMED PROGRAMS.** Criteria for each are detailed in the RFP below. Organizations cannot submit applications for the same home visiting program/model in more than one category.

**A separate RFP of \$2.5 million for Community-Informed Practices will be released in January 2018. The Community-Informed Practices RFP will be ideal for organizations to propose programs and practices that have not been formally tested or are new home-based practices designed to serve specific communities.**

<sup>2</sup>Lieberman, R., Zubritsky, C., Martinez, K., Massey, O., Fisher, S., Kramer, T., Koch, R., & Obrochta, C. (2010). *Issue brief Using practice-based evidence to complement evidence-based practice in children's behavioral health*. Atlanta, GA: ICF Macro, Outcomes Roundtable for Children and Families.

<sup>3</sup>Lieberman et al., p. 2.

<sup>4</sup>To develop terms and criteria for the Home-Based Services strategy, BSK has adapted the “FRIENDS National Resource Center for CBCAP Evidence-Based and Evidence-Informed Programs” definitions and criteria using a practice-based evidence lens. BSK has intentionally chosen not to use the term “promising practice” because the term: (a) Undermines already-existing local data on the impact of the program AND/OR (b) Implies that the program has not yet been tested using a Randomized Control Trial when not all successful models wish to pursue an RCT due to ethical and other issues.

<sup>5</sup>Lieberman et al.

## B. ELIGIBILITY

- **Organization Types:** This announcement is open to not-for-profit organizations, community-based organizations, tribes and tribal organizations, schools and school districts, and public or governmental agencies serving communities in King County. Small non-profits and community-based organizations are encouraged to submit proposals.
- **Start-Up or Already-Implementing Programs:** The RFP is open to organizations implementing home visiting models/programs for the first time, as well as those who have home visiting services already operating.
- **Ineligible Models:** Two evidence-based models are not eligible for this RFP.
  - ⇒ Parent-Child Home Program (PCHP) is not eligible for this RFP. BSK funding for PCHP is administered through the United Way of King County and was put out to bid in an earlier RFP.
  - ⇒ Nurse-Family Partnership (NFP) is not eligible for this RFP. BSK has invested in the expansion of NFP delivered through Public Health Seattle-King County.

## C. INVESTMENT AVAILABLE

Through this RFP, BSK will invest \$2,760,000 in home visiting programs in King County. Funds will be administered as two separate categories: one for evidence-based programs and one for evidence-informed programs. Amounts available for each are detailed below:<sup>6</sup>

Evidence-Based Programs	Evidence-Informed Programs
<ul style="list-style-type: none"><li>▪ Base Funds: \$1,250,000</li><li>▪ Start-Up/Expansion Funds: \$130,000</li></ul>	<ul style="list-style-type: none"><li>▪ Base Funds: \$1,250,000</li><li>▪ Start-Up/Expansion Funds: \$130,000</li></ul>

Within each category of funding, BSK will provide **base funds** and **start-up/expansion funds**.

- **Base Funds for Home-Based Services:** Base Funds provide dollars for community organizations to implement a core set of home-based services for children and families. These funds will be awarded through this RFP and renewable annually at the same level based on performance and continued availability of funds.
- **Start-Up/Expansion Funds:** Start-Up/Expansion Funds provide dollars for community-based organizations to acquire resources and build infrastructure necessary to implement a new program, or to expand and already-existing one. **These funds will be issued only one time and are not renewable.**

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<sup>6</sup> We reserve the right to reallocate funds between the two funding categories—evidence-based programs and promising programs—based on the applications received.

Programs may request up to \$25,000 in start-up/expansion funding for the following eligible costs:

<b>PROGRAM-SPECIFIC COSTS</b>	<ul style="list-style-type: none"><li>▪ Affiliate fees for use of a national model</li><li>▪ New or additional program materials, such as manuals</li><li>▪ Staff participation in program-required training</li><li>▪ One-time supplies or small equipment purchase for ongoing services</li></ul>
<b>INFORMATION TECHNOLOGY</b>	<ul style="list-style-type: none"><li>▪ Hardware for program-specific data and reporting, such as computers or tablets</li><li>▪ Software for data and reporting, such as data systems</li><li>▪ Cell phones for home visitors and other relevant program staff</li></ul>
<b>LEADERSHIP PERSONNEL</b>	<ul style="list-style-type: none"><li>▪ Portion of organizational or program leadership FTE to plan and build infrastructure for the new or expanded program</li></ul>

## D. STRATEGY DETAIL AND ELIGIBILITY

### Evidence-Based Programs

#### SUMMARY

- ⇒ **Funds Available:** \$1,250,000 + \$130,000
- ⇒ **Contract Period:** January 1 to December 31, 2018
- ⇒ **Model Eligibility Criteria:** Theory of change, program manual, model appears in national registry, model proven in 2 RCTs
- ⇒ **Funding Request Limits:** \$150,000-\$250,000 base funds + up to \$25,000 start-up/expansion funds
- ⇒ **Example Models:** Child-Parent Psychotherapy, Parents as Teachers, Early Head Start Home-Based, Family Spirit, Other
- ⇒ **Anticipated Number of Awards:** 5-8

**Funds Available:** For this RFP, BSK is investing \$1,250,000 base funds and \$130,000 start-up/expansion funds in [evidence-based home visiting programs](#).

**Contract Period:** Awards will be made for a 12-month period, from January 1 to December 31, 2018. BSK intends to renew the award for up to two additional years based on contractor performance and continued funding availability.

**Model Eligibility Criteria:** To be eligible for the [evidence-based programs](#) component of the RFP, the proposed home visiting model must meet all of the following program and research and evaluation characteristics.

#### Program Characteristics

- Program has a theory of change that connects service activities to outcomes.
- Program has a formal manual or training guide that specifies the core activities of the program and describes how to administer it. The program developer offers training or guidance in program implementation.
- Program appears in a national registry<sup>7</sup> of evidence-based interventions.
- The program must also meet the definition of home visiting outlined in Section II, A.”

#### Research and Evaluation Characteristics

- At least two randomized controlled trials (RCTs) in typical care or practice settings have found the practice to be superior to a comparison practice in measures related to the home visiting indicators. See section “III: Evaluation” for a list of indicators.
- Program has a sustained effect at least 6 months beyond the end of treatment.

**Funding Request Limits:** Applicants should request no less than \$150,000 and no more than \$250,000 in base funds. Applicants can also request up to up to \$25,000 start-up/expansion funds. For eligible costs, please see section “II, C: Investment Available.”

#### Example Models:

- ⇒ Child-Parent Psychotherapy
- ⇒ Parents as Teachers
- ⇒ Early Head Start Home-Based
- ⇒ Family Spirit
- ⇒ Other

<sup>7</sup> Some national registries include [Blueprints for Healthy Development](#), [California Evidence-Based Clearinghouse for Child Welfare](#), [National Registry for Evidence-Based Programs and Practice](#), [What Works Clearinghouse](#). See also [Results First Clearinghouse Database](#).

## Evidence-Informed Programs

### SUMMARY

- ⇒ **Funds Available:** \$1,250,000 + \$130,000
- ⇒ **Contract Period:** January 1 to December 31, 2018
- ⇒ **Model Eligibility Criteria:** Theory of Change, documented program guidance, 1 study using control or comparison group
  - **Example Models:** Community-Based Doula, Parent-Child Assistance Program, Steps to Effective, Enjoyable Parenting
  - **Funding Request Limits:** \$150,000-\$250,000 base funds + up to \$25,000 start-up/expansion funds
  - **Anticipated Number of Awards:** 5-8

**Funds Available:** For this RFP, BSK is investing \$1,250,000 base funds and \$130,000 start-up/expansion funds in **evidence-informed home visiting programs**.

**Contract Period:** Awards will be made for a 12-month period, from January 1 to December 31, 2018. BSK intends to renew the award for up to three additional years based on contractor performance and continued funding availability.

**Model Eligibility Criteria:** To be eligible for the evidence-informed practices component of the RFP, the proposed home visiting model must meet **AT LEAST** all of the following program and research and evaluation characteristics.

#### Evidence-Informed Program Characteristics

- The program has a theory of change that connects service activities to outcomes.
- The program has documented guidance that specifies the core activities of the program.
- The program must also meet the definition of home visiting outlined in section “II, A.”

#### Evidence-Informed Research and Evaluation Characteristics

- At least one study utilizing some form of control or comparison group<sup>8</sup> has established the program’s efficacy in improving parenting and child wellbeing in measures related to the home visiting indicators. See section “III: Evaluation” for a list of indicators.

**Funding Request Limits:** Applicants should request no less than \$150,000 and no more than \$250,000 in base funds. Applicants can request up to up to \$25,000 start-up/expansion funds. For eligible costs, please see section “II, C: Investment Available.”

#### Example Models:

- ⇒ Community-Based Doula Program
- ⇒ Parent-Child Assistance Program
- ⇒ Steps Toward Effective, Enjoyable Parenting
- ⇒ Other

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<sup>8</sup> Example options include untreated group and matched waitlist.



## E. FUNDING PRIORITIES

In alignment with the BSK Equity and Social Justice framework and values, this investment will prioritize:

1. **Communities of Color, Low-Income Communities, and Limited English-Speaking Communities:** The BSK Implementation Plan outlines an Equity and Social Justice framework that states “Consistent with our ESJ Ordinance and the historical and persistent patterns of inequities, King County focuses on equity impacts on communities of color, low-income populations, and limited English-speaking residents when undertaking a body of work.” Historical and persistent inequities are the result of policies, practices, and institutions which distribute social and economic benefits to some racial, cultural, economic, and geographic groups and withhold them from others. This results in disproportionalities and disparities among different groups. By investing in these communities, we are working to eliminate both forms of inequity. See glossary for definitions of disproportionalities and disparities.
2. **Populations and Communities Experiencing Significant Service Gaps:** BSK will invest in programs serving families in communities and geographies where there are significant service gaps. This includes communities where:
  - There are few or no services available for the focus population
  - There are services available, but those services are insufficient for the need
  - Available services are not relevant and tailored to specific community needs
3. **Organizations that are Connected to, and Embedded in, the Community Served:** This includes:
  - Employing staff and leadership that are representative of the communities served
  - Using regular processes for soliciting family and community input on needs and services

## F. DATA SOURCES

In question 2 of the application, applicants are asked to describe the need for home-based services in the proposed focus community, including disparities and disproportionalities experienced by the community, as well as any service gaps in the proposed focused community. Below, we have provided some relevant data sources to support development of the needs statement. Note that this list is not comprehensive and BSK also values stories and community perception of need as important data sources.

### Demographic Data

- [Children aged under 5](#)
- [Children Enrolled in Medicaid](#)
- [Foreign-Born/Languages Spoken \(be sure to select the proper category\)](#)

### Example Needs Data

- [Early and Adequate Prenatal Care](#)
- [Families in Formal Child Care Settings](#)
- [Child Protective Services Referrals](#)
- [Kindergarten Readiness](#)
- See also the hyperlinked headline and secondary indicators in section “III: Evaluation” below

### Already-Existing Home-Based Services

- [Home-Based Services](#) (Note that the map includes home visiting models that meet the home visiting criteria described in section “II: Strategy.” This map may not be fully comprehensive. If your organization is aware of other home visiting services, please feel free to reference those.)

In addition to these sources, we strongly encourage you to use local data to support your application. We have compiled some King County data resources so that everyone has equal access to information. Use of these data resources is not required; we value all sources of data and information. To see what is available please visit the [“Data Resources” page on the Communities Count website.](#)

## III. EVALUATION

### A. OVERVIEW

The Home-Based Services strategy has been developed to contribute toward progress in achieving the overall results for the BSK initiative. To help quantify the three overarching results, BSK specifies both headline and secondary indicators. Headline indicators quantify long-term, aspirational goals for BSK and will be used to align partners and investment strategies. Secondary indicators represent intermediate milestones on the road to improving the headline indicators and are more closely related to a BSK strategy area. The headline and secondary indicators for Home-Based Services are:

#### Headline Indicators

- Babies with healthy birth outcomes, as measured by [infant mortality](#) and [pre-term births](#)
- Children who are [flourishing and resilient](#), as described by curiosity and discovery about learning, resilience, attachment with parent and contentedness
- Children who are [ready for kindergarten](#)
- Lowering the rate of [child abuse and neglect](#)

#### Secondary Indicators:

- [Breastfeeding Initiation](#)
- [Breastfeeding Duration](#)
- [Prenatal Care](#)

All indicators available at:  
[www.kingcounty.gov/bskindicators](http://www.kingcounty.gov/bskindicators)

- [Children Receive Health And Developmental Screening](#)
- Receive Recommended Developmental Services
- [Children Receive Needed Mental And Behavioral Health Services](#)
- [Parent Knowledge Of Child Development](#)
- [Healthy Children](#)
- [Quality Relationships-Parental Attachment](#)
- [Quality Relationships-Parental And Caregiver Emotional Support](#)
- [Quality Child Care](#)

In your application you will be asked to select which indicators are appropriate measures for your program. Not all home visiting models are designed to meet all indicators. In addition, if your proposal is funded, Best Starts for Kids will collaborate with you to develop an evaluation plan based on the indicators outlined above. Your organization will be required to collect and report on the data identified in the evaluation plan for the purpose of learning and improvement. We want to build a strong relationship with our grantees. With consistent communication and mutual trust, we will collectively learn from successes and challenges.

## IV. CONTRACTOR REQUIREMENTS

In addition to evaluation activities, all contractors funded through this RFP will be required to participate in the activities outlined below.

### A. Completion of a Capacity Assessment and Implementation Plan

Once awarded, all contractors will complete a capacity assessment and implementation plan that will serve as the foundation for contract deliverables and measures. Based on findings in the capacity assessment, contractors may be asked to participate in technical assistance activities to support model development and capacity building, such as working with a contractor to help create a manual for your program or to strengthen data systems and data use, staff selection and training methods, and/or administrative supports.

### B. Participation in BSK Home-Based Services Trainings

Contractors will be asked to participate in up to three BSK Home-Based Services annual events that will provide an orientation to BSK, and focus on professional development, data use, and systems building.

### C. Integration of BSK Priorities

To promote the health and well-being of the whole child, BSK is integrating the following elements into all its prenatal-to-five strategies. Organizations funded through this RFP will be required to participate in the following capacity-building activities:

- **Social-Emotional Development—Infant Mental Health Training:** To support strong home visiting professionals, all organizations funded through BSK investments will have the opportunity to participate in training and endorsement at level 1 for home visitors in Infant and Early Childhood Mental Health (IECMH). Level 1 IECMH endorsement requires 30 hours of relationship-based education and training pertaining to the

promotion of social-emotional development. BSK will provide some IECMH training and cover costs associated with IECMH endorsement. Any estimated travel costs for participation in training should be included in proposal budgets.

- **Developmental Promotion**

- ⇒ **Developmental Screening:** In order to support strong referral networks for families, all organizations funded through BSK will have the opportunity to integrate developmental screening for all children served through home-based services. Estimated commitment will be one, 8-hour training and ongoing staff time in the context of home visits. Costs associated with training and Ages and Stages Questionnaire (ASQ) licensing will be covered by King County. Any estimated travel costs should be included in proposal budgets.
- ⇒ **Vroom:** All programs will have the opportunity to be trained in Vroom, an initiative that empowers parents and caregivers to play a proactive role in their children's early brain development. Vroom takes early brain science out of the lab and puts it into the hands of parents—to help make a difference in children's lives. Programs will also have access Vroom materials to be utilized in community settings; and access technical assistance to support customization of Vroom activation for their community's needs. (See [www.joinvroom.org](http://www.joinvroom.org) for more information.)

- **Physical Environment—Toxics in the Home:** Exposure to environmental toxics—including lead, smoke, pesticides, and certain chemical agents—can have a detrimental impact on infants and children's physical and behavioral development. Young children are especially vulnerable to toxics because of their physiology, developmental stage, and tendency to explore and ingest things in their environment. BSK will provide additional materials, messages, and supports related to eliminating or reducing toxins in the home for dissemination by home visiting providers. In addition, BSK may request participation of home visiting staff in a focus group or survey.

## V. TIMELINE

The following timeframe represents the tentative schedule of the entire process. The dates listed here are subject to change.

RFP Issued	September 21
Information Session 1 @ <a href="#">Webinar</a> , 11:30am-1:00pm	September 25
Information Session 2 @ Burien Public Library, 1:30pm-3pm	September 27
Information Session 3 @ Snoqualmie Public Library, 11am-12:30pm	October 3
Final Day to Ask Questions	October 27
RFP Addenda Issued (if necessary)	October 30
RFP Responses Due	November 2
Responses Reviewed and Rated	November 20
Notice of Selected and Non-Selected Proposals	December 11
Selected Proposals List Published	December 15
Contracts Begin	January 1

## VI. RATING CRITERIA

Proposals will be reviewed and evaluated by a review committee. The process for choosing projects will include evaluation of the narrative and accompanying documents. Below are the selection criteria that will be used during the evaluation/review process. Please consider using the rating criteria headings below to organize your project narrative.

COMMUNITY NEEDS AND RESOURCES AND HOME VISITING MODEL FIT <i>Questions 1-5</i>		
HIGH	LOW	POINTS (70)
The applicant is serving a community prioritized in the funding priorities, described disparities and disproportionalities facing the community in relevant indicators—including services gaps—and used a range of data sources—including stories—to make the case.	The applicant does not clearly specify the focus population or it is not aligned with the communities outlined in the funding priorities. Applicant has not made a case for the needs or disparities and disproportionalities the community is contending with.	20 Points
The applicant has specifically outlined model components (i.e., curriculum used, languages used, activities performed, expertise of staff, cultural match, dosage) and drawn a connection between those activities and the needs and experiences of children and families they are proposing to serve. Home visiting model components are clearly relevant to proposed service community. The applicant describes an intentional process of choosing the home visiting model that ideally involves community input.	The applicant provides a vague description of the model and its relationship to needs and resources of the focus community OR model components do not seem to fit with needs. A process for selecting the model is not described.	20 Points
The applicant has described leadership commitment and mission and strategy alignment for the home visiting program, experience implementing the proposed program—or another relevant program or service—and has shared data or stories about outcomes achieved.	The program does not appear have leadership support, the home visiting model appears to be mismatched to the organization’s mission, strategies, and/or to the focus community, and the organization does not appear to have experience related to delivering a relevant program or service.	15 Points
The applicant demonstrates expertise in engaging and effectively serving the focus community,	The applicant does not appear to have the skills, characteristics, or community trust needed to provide	15 Points

including use of equity and culturally relevant strategies. The applicant describes clear and ongoing engagement with the community it serves and regularly solicits feedback on client satisfaction, needs, and opportunities for improvement.	direct services. The applicant does not describe ways of securing input from the community served.	
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CAPACITY <i>Questions 6-10</i>		
HIGH	LOW	POINTS (30)
Applicant demonstrates: <ul style="list-style-type: none"> <li>▪ Understanding of <b>staffing</b> requirements and/or characteristics (i.e., language or culture match) for the model</li> <li>▪ Expertise in recruiting and retaining for requirements and/or staff characteristics</li> </ul>	Applicant does not: <ul style="list-style-type: none"> <li>▪ Describe <b>staffing</b> requirements or assets or they are not the correct ones</li> <li>▪ Provide practical examples of how to recruit and retain skilled, culturally matched staff</li> </ul>	6 Points
Applicant demonstrates: <ul style="list-style-type: none"> <li>▪ Understanding of <b>training</b> requirements of the home visiting model</li> <li>▪ Commitment to supporting additional <b>professional development</b> in areas such as equity, reflective supervision, motivational interviewing, domestic violence response, de-escalation, trauma stewardship, infant and early childhood mental health, trauma-informed care, home visitor safety, and others.</li> </ul>	Applicant does not: <ul style="list-style-type: none"> <li>▪ Describe <b>training</b> requirements or the model has poor or unclear staff training requirements</li> <li>▪ Demonstrate the organization's investment in building staff capacity through additional training</li> </ul>	6 Points
Applicant demonstrates: <ul style="list-style-type: none"> <li>▪ Understanding of practical, culturally relevant methods (referral networks, formal and informal gathering spaces, specific locations, etc) for <b>recruiting and enrolling</b> children and families</li> </ul>	Applicant does not: <ul style="list-style-type: none"> <li>▪ Provide specific examples of <b>recruitment</b> strategies or those described are not community-specific</li> </ul>	6 Points
Applicant describes: <ul style="list-style-type: none"> <li>▪ A required or feasible <b>data</b> system for tracking program,</li> </ul>	Applicant does not: <ul style="list-style-type: none"> <li>▪ Describe an appropriate <b>data</b> system they are using or will use</li> </ul>	6 Points

fidelity, and outcome data is described. ▪ Why it is important to use <b>data</b> to improve practice	▪ Does not show interest in collecting and using <b>data</b> to improve practice	
Applicant demonstrates: ▪ Understanding of additional services and supports for <b>referral</b> that the focus population may need ▪ Relationships with a relevant community partners and resources	Applicant does not: ▪ Demonstrate an understanding of community/population <b>referral</b> needs ▪ Demonstrate connections with relevant community partners	6 Points

## BUDGET

- All applicants must submit a budget with their proposal.
- The budgets will not be scored.
- See section “X: Budget” for tips on budget completion.

## VII. REVIEW PROCESS

Review committees may consist of a mix of King County staff, subject matter experts not employed by King County, evaluators, members of the BSK Children and Youth Advisory Board (CYAB), community members, and members or designees of the King County Council (as non-voting members). Final selection of awardees will be made by division directors based upon recommendations from the review committees. King County will execute contracts based upon the final selection.

## VIII. APPEALS PROCESS

PHSKC will notify all respondents in writing of the acceptance or rejection of the response or proposal and, if appropriate, the level of funding to be allocated. Written notification will be sent via email to the email address(s) submitted on the cover sheet.

Any applicant wishing to appeal the decision must do so in writing within four (4) business days of the email notification of PHSKC’s decision. An appeal must clearly state a rationale based on one or more of the following criteria:

- Violation of policies or guidelines established in this RFP.
- Failure to adhere to published criteria and/or procedures in carrying out the RFP process.

Appeals must be sent by mail or email to the person listed as the contact on page 1. Public Health will review the written appeal and may request additional oral or written information from the appellant organization. A written decision from Public Health will be sent within four (4) business days of the receipt of the appeal. This decision is final

## IX. BUDGET

- Each applicant is required to submit a budget with the proposal. The budget will not be scored.
- Please use the attached template to complete your budget.
- Consider the following in developing a budget:
  - ⇒ Include both one-time Start-up/Expansion costs and annual Base costs
    - ✓ See section “II, C: Funding Availability” for a list of acceptable start-up costs
  - ⇒ Include evaluation costs of up to 10%. Example costs include:
    - ✓ Staff FTE to collect, enter, report on, and use data for quality improvement
  - ⇒ Costs for activities related to Contractor Requirements. Example costs include:
    - ✓ Travel to trainings for King County contractor trainings, Infant and Early Childhood Mental Health, and Ages and Stages
    - ✓ Tablets for use of the Ages and Stages Questionnaire online
  - ⇒ Requirements of your home visiting model. Example costs include:
    - ✓ Staff positions and ratios, annual affiliate fees, trainings, home visitor mileage
  - ⇒ Administrative costs should not exceed 12% of your total budget

## X. TECHNICAL ASSISTANCE

Technical assistance is available to support organizations in developing proposals. Technical assistance can help to:

- Assist in determining which funding category your program fits best
- Provide guidance on how best to answer questions
- Support application review, including editing

This service is being offered at no cost to the applicant. Applicants can request technical assistance from September 28 to October 27.

To access technical assistance, please contact: [CPRES-BSK@kingcounty.gov](mailto:CPRES-BSK@kingcounty.gov)



## XI. GLOSSARY OF TERMS

- **Community-Defined Evidence**—A set of practices that communities have used and determined to yield positive results as determined by community consensus over time.
- **Community-Informed Programs and Practices**—Use approaches that are designed for a specific community. They should be valued by that community, embedded in cultural and social conditions, and/or address populations for which EBPs or EIPs have not yet been developed.
- **Disparity**—Unequal treatment and outcomes between privileged and marginalized groups.
- **Disproportionality**—Overrepresentation or underrepresentation of a group compared to its percentage in the general population.
- **Evidence-Based Programs**—Use a standardized, well-defined model that has been proven effective through rigorous research design when implemented with fidelity.
- **Evidence-Informed Programs**—Use a documented model that has been shown to produce positive outcomes in at least one comparison study.
- **Home Visiting**—A type of family support provided to parents of children prenatal to age 5, in which trained home visitors provide services and supports for parents and children where they live. Home visiting services are:
  - ⇒ **Regular**—A home visitor provides services in the home with a standard frequency, such as weekly, biweekly, or monthly
  - ⇒ **Sustained**—Services typically last between nine months and five years
  - ⇒ **Relationship-based**—Families experience changes through cultivation of the relationship between the home visitor and parent/caregiver and the parent/caregiver and the child
  - ⇒ **Standardized**—Follow written guidelines and/or a curriculum that specify how the home visiting program should be delivered
- **Practice-Based Evidence**—Local aggregate evidence collected from individual client histories to learn what is happening in community practice.

## XII. GENERAL INFORMATION AND TERMS

### When submitting electronic files:

Use the following naming convention in your email subject heading and for the name of the electronic file: “BSK-015-17-*ApplicantName*”

**Late Submissions:** Late submissions will not be accepted. Your submission must be received via email by the deadline or it will not be reviewed. We encourage you to submit your application early to avoid any errors in submission.

- A.** King County is an [Equal Opportunity Employer](#) and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any disability. See [KCC chapter 12.16](#).
- B.** All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed agreement is completed between King County and the selected recipient(s). Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County will not make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a submittal. Those materials will be available for review at a King County office to be determined.
- C.** No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the submittal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D.** Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E.** King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F.** In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted online. If desired, a hard copy of any addenda may be provided upon request.
- G.** King County is not liable for any cost incurred by the Proposer prior to issuing the agreement.
- H.** An agreement may be negotiated with the Proposer(s) whose proposal would be most advantageous to King County in the opinion of the Seattle - King County Department of Public Health, all factors considered. King County reserves the right to reject any or all proposals submitted.

- I. It is proposed that if a selection is made as a result of this RFP, a letter agreement will be negotiated with each successful Proposer. Refer to Section 9 below for the rating and selection process.
- J. The contents of the proposal of the selected Proposer shall become contractual obligations if an agreement ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- K. An agreement between the Agency and King County shall include all documents mutually entered into specifically including the agreement instrument, the original RFP as issued by King County, and the response to the RFP. The agreement must include, and be consistent with, the specifications and provisions stated in the RFP. Please refer to Part 8 below for more information about the subsequent agreement.
- L. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the Seattle-King County Department of Public Health.
- M. Washington State Public Records Act (RCW 42.56) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- N. Proposals and other material submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for agreement award will be available for inspection and copying by the public. If not received at the time of submittal, King County may request an electronic copy of your response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Proposer considers any portion of their proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting qualifications, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

TYPE OF EXEMPTION	BEGINNING PAGE / LOCATION	ENDING PAGE / LOCATION

- O.** Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- P.** During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of submittals. Any pre-packaged material received by a potential proposer prior to the receipt of proposals shall not be reviewed by the County.
- Q.** King County agencies' program staff members are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Chris D'Abreu, Contract Specialist  
(206) 263-5900  
[CPRES-BSK@kingcounty.gov](mailto:CPRES-BSK@kingcounty.gov)

## XIII. INFORMATION SESSIONS & WEBINAR

### A. Webinar

PHSKC will conduct a pre-proposal Webinar for proposers to ask questions, raise concerns, and receive clarification about the RFP.

Proposers are highly encouraged but not required to attend the pre-proposal conference. Those who do attend should review the RFP prior to attending. We will record the conference and post it at the web address below.

Pre-Proposal Webinar: Monday, September 25th 1:00pm-2:00pm

This is an online conference only. To join the presentation, click [here](#).

*Audio via phone at 206.263.8114, conference ID #3490706*

*Any addenda to this RFP will be posted online at [www.kingcounty.gov/health/rfp](http://www.kingcounty.gov/health/rfp) by close of business on Wednesday, September 13, 2017.*

## B. In-Person Information Sessions

PHSKC will conduct two in-person information sessions for ask questions, raise concerns, and receive clarification about the RFP.

Proposers are highly encouraged but not required to attend the pre-proposal conference. Those who do attend should review the RFP prior to attending. The live information sessions will be conducted at the following dates, times, and locations:

**September 27, 2017** at the Burien Public Library in the multipurpose room from 1:30pm-3:00pm

**October 3, 2017** at the Snoqualmie Public Library in the meeting room from 11:00am-12:30pm.

## XIV. CHECK LIST

Please use the following checklist to ensure that your application is complete. Incomplete or applications that do not follow instructions will not be considered.

Complete	ITEM
<input type="checkbox"/> Yes	Submitted by the due date listed on page 1.
<input type="checkbox"/> Yes	Submitted electronically to <a href="mailto:CPRES-BSK@kingcounty.gov">CPRES-BSK@kingcounty.gov</a>
<input type="checkbox"/> Yes	Size 11 Arial font, 1-inch margins, page-numbered
<input type="checkbox"/> Yes	<b>Attachment 1 RFP Response Cover Sheet</b> completed and signed
<input type="checkbox"/> Yes	<b>Attachment 2:</b> Narrative Response (6 pages maximum).
<input type="checkbox"/> Yes	Narrative response addressed all required sections.
<input type="checkbox"/> Yes	Reviewed <b>Attachment 3 Community Services Agreement</b> and agree to terms by signature on the Cover Sheet

# ATTACHMENT 1: RFP RESPONSE COVER SHEET

## Applicant Information:

Organization Name:	
If applicable, Web address:	
Address:	
Director Name:	

## Primary Contact Information:

Name:			
Title			
Phone:		Email:	

## Secondary Contact Information:

Name:			
Title			
Phone:		Email:	

All submitted RFP responses become public information and may be reviewed by anyone requesting to do so at the end of the selection process. RFP responses will become the property of King County and will not be returned to the applicants.

Proposals shall include this RFP Response Cover Sheet, signed and dated by the President of the Board, Executive Director, or someone who has the full authority to legally bind the entity submitting the RFP response to the contents of the RFP response.

*I understand the terms and conditions of the RFP and agree to meet the requirements of PHSKC if an award is made. All information provided in this proposal is true and accurate to the best of my knowledge. I have read the Community Services Agreement and the King County terms and conditions therein (Attachment 3) and do hereby accept them as presented. I understand that the actual agreement will be sent subsequent to award for my signature.*

Signed:	Date:
Title:	

## ATTACHMENT 2: APPLICATION

### Organizational Information

- ⇒ Organization Name
- ⇒ Organization Address

### Funding Request Information

- ⇒ Total Amount Requested
- ⇒ Proposed # of Families Served Annually with BSK Funds During One Year
- ⇒ Ages of Families and Children Served (Check All that Apply)
  - ☐ Expecting Parents/Caregivers
  - ☐ 0-1 (to child's first birthday)
  - ☐ 1-2 (to child's second birthday)
  - ☐ 2-3 (to child's third birthday)
  - ☐ 3-4 (to child's fourth birthday)
  - ☐ 4-5 (to child's fifth birthday)
- ⇒ What area(s) will you serve with this project? Find map [here](#).
  - ☐ All of King County
  - ☐ North King County
  - ☐ East King County
  - ☐ South King County
  - ☐ City of Seattle, specify neighborhood(s): \_\_\_\_\_
  - ☐ Other city or neighborhood in King County, specify: \_\_\_\_\_
  - ☐ List the specific zip codes you will serve \_\_\_\_\_
- ⇒ Specific Community/Population You Propose to Serve
- ⇒ Summary of Proposed Project (2-3 sentences maximum)\*

### Program Information

- ⇒ Home-Visiting Model/Program Name
- ⇒ This Home Visiting Model Is: *(Select One; Applicants can only apply for one category)*
  - ☐ Evidence-Based Program
  - ☐ Evidence-Informed Program
  - ☐ I do not know
- ⇒ Length of Time Your Organization has been Delivering the Model/Program:

- ☐ Start-Up
- ☐ 0-1 years
- ☐ 1-3 years
- ☐ 3-5 years
- ☐ 5 or more years

⇒ Number Served by the Home Visiting Model Annually  
(without a potential BSK Award)

Indicators your home visiting model/program will influence:

**HEADLINE INDICATORS:**

- ☐ Preterm-births
- ☐ Infant deaths
- ☐ Child abuse and neglect
- ☐ Children who are flourishing and resilient
- ☐ Kindergarten readiness

**SECONDARY INDICATORS:**

- ☐ Breastfeeding duration
- ☐ Breastfeeding initiation
- ☐ Healthy Children
- ☐ Parental Knowledge of child development
- ☐ Prenatal care
- ☐ Quality Relationships: Developmental Screening
- ☐ Quality Relationships: Parent Attachment
- ☐ Quality Relationships: Parental Emotional Support
- ☐ Receive Health and Developmental Screening
- ☐ Receive Needed Mental and Behavioral health services
- ☐ Other outcome measure(s)

If you selected "Other," please list outcomes\_\_\_\_\_

\_\_\_\_\_



## Project Narrative (Scope of Work)

*Please address all of the questions below in narrative of up to 6 pages in length. Use 11-point font, single spacing, and 1-inch margins. Please ensure that there is sufficient detail in your narrative in order for reviewers to have a clear understanding of your chosen strategies and approaches.*

## Community Needs and Resources and Home Visiting Model Fit

1. Very briefly describe the evidence base for the home visiting model for which you are requesting funds. **(NOT SCORED)**
2. Using data from the sources provided in the “Data Sources” and “Evaluation” sections of the RFP—as well as any additional sources such as anecdotal data, stories, and parent and community perceptions of need—describe the need for services in your community. Be sure to identify the specific population your organization is proposing to serve, disproportionalities and disparities experienced by the population, and any service gaps in your community.
3. Describe how the home visiting model directly addresses the needs of the proposed community/population. Consider factors such as the core components of the home visiting model (i.e., curriculum used, activities performed in the home visit), how services are delivered (i.e., expertise of staff, cultural match), the underlying program theory—or theory of change—and the expected outcomes. How and why did your organization choose this model?
4. Describe how your organization is well-positioned to deliver the home visiting model. Consider factors such as:
  - ⇒ Support from organizational leadership
  - ⇒ Alignment of the model with organization’s mission, strategies, values, and culture
  - ⇒ Experience delivering the selected home visiting model, another evidence-based or evidence-informed intervention, and/or early learning service
  - ⇒ Any outcomes achieved in previous implementation of the home visiting model, or another early childhood or home-based intervention
  - ⇒ Ability to engage in quality improvement activities
5. Describe your organization’s connection to the focus community/population. How does your organization engage the communities you serve to learn about their perceptions of needs, satisfaction with services, and opportunities for program improvement?

## Capacity

### 6. Staffing

- ⇒ What credentials, skills, and other characteristics are required and/or encouraged by the home visiting model?
- ⇒ How will you recruit and retain staff who meet those requirements? How will you recruit and retain staff who reflect the population(s) you will focus on?

### 7. Training

- ⇒ What training, both new and ongoing, do staff (home visitors, supervisory staff, and others) receive in the home visiting model?
- ⇒ In addition to required home visiting model training, describe any training that will be provided to new and existing staff. Example topics could include: equity, reflective supervision, motivational interviewing, domestic violence response, de-escalation, trauma stewardship, infant and early childhood mental health, trauma-informed care, home visitor safety, and others.

### 8. Recruitment and Enrollment

- ⇒ How will you recruit and retain families to expand or start new services? Describe why you have selected these strategies.

### 9. Data

- ⇒ Does your home visiting model/program have a required data system?
  - If so, please list the data system.
  - If not, describe how you will track program, fidelity, and/or outcome data.
- ⇒ Describe your organization's experience collecting, reporting, and using data for continuous improvement of services. If your organization does not have a data collection and use system in place, please describe your organization's interest in building capacity to collect, report, and use data for continuous improvement of services. Organizations will be supported through BSK to develop data systems and will not be penalized if systems are not currently in place.

### 10. Connections

- ⇒ Describe any partnerships currently in place to support referrals for children and families in your home visiting program, including post-program transitions.
- ⇒ What additional referral resources do you hope to build to support children and families in home visiting services?

# ATTACHMENT 3: COMMUNITY SERVICES AGREEMENT

## KING COUNTY TERMS AND CONDITIONS

### 1. Agreement Term and Termination

- A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.
- B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement ; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

### 2. Compensation and Method of Payment

- A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of

a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.

- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.
- C. The Recipient shall submit its final invoice and all outstanding reports within 30 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
  - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
  - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
  - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.
  - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per

trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

**3. Internal Control and Accounting System**

The Recipient shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Recipient's form of incorporation.

**4. Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

**5. Maintenance of Records/Evaluations and Inspections**

- A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:
  - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and
  - 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits and make the foregoing records available to the County for inspection and copying upon request. The Recipient shall provide right of access to its facilities—including those of any sub-awardee assigned any portion of this Agreement pursuant to Section 12—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. The County will give advance notice to the Recipient in the case of fiscal audits to be conducted by the County. The Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents. The Recipient shall inform the County in writing of the location, if different from the Recipient address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Agreement. The records and documents with respect to all matters covered by this Agreement shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof, unless a longer retention period is required by law.
- D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

**6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>

**7. Audits**

- A. If the Contractor is a non-profit organization as defined in 2 CFR Part 200, and expends a total of \$750,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Contractor shall meet the audit requirements as described in 2 CFR Part 200 Subpart F.
- B. A Contractor, for-profit or non-profit that is not subject to the requirements in **SECTION 7. A.** and receives in excess of \$100,000 in funds during its fiscal year from the County, shall provide fiscal year audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm within nine months subsequent to the close of the Contractor's fiscal year (if applicable, see **SECTION 7. E.**).
- C. Non-profit contractors who receive less than \$100,000 from the County during their fiscal year shall provide 1) form 990 within 30 days of its being filed; and 2) a full set of annual financial statements.
- D. For-profit contractors who receive less than \$100,000 from the County during their fiscal year shall provide 1) income tax return within 30 days of its being filed; and 2) a full set of annual financial statements.
- E. A Contractor that is not subject to the requirements in **SECTION 7. A.** may, in extraordinary circumstances, request a waiver of audit requirements and, with the review and upon approval of the County, substitute for the above requirements other forms of financial reporting or fiscal representation certified by the

Contractor's Board of Directors, provided the Contractor meets the following criteria:

1. That financial reporting and any associated management letter show no reportable conditions or internal control issues; and
2. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

#### **8. Corrective Action**

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Recipient in writing of the nature of the breach;  
The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;
- D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

#### **9. Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

#### **10. Hold Harmless and Indemnification**

- A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, and/or others by reason of this

Agreement. The Recipient shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

- B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.
- C. The Recipient shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents, in its performance and/or non-performance of its obligations under this Agreement. The Recipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Recipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.
- D. The County shall protect, defend, indemnify, and save harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Agreement. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Recipient only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

#### **11. Insurance Requirements**

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property



which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

## **12. Assignment/Sub-agreements**

- A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.
- B. “Sub-agreement” shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term “sub-awardee” does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Funder’s Special Terms and Conditions, if attached, in every sub-agreement or purchase agreement for services that relate to the subject matter of this Agreement.
- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

“Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph.”

## **13. Nondiscrimination; Equal Employment Opportunity; Payment of a Living Wage**

The Recipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

- A. During performance of the Agreement, the Recipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and certify compliance.

B. **Requirements of King County Living Wage Ordinance**

In accordance with King County Ordinance 17909, as a condition of award for agreements beginning on or after April 1, 2015, for services with an initial or amended value of \$100,000 or more, the Recipient agrees that it shall pay and require all sub-awardees and subcontractors to pay a living wage as described in the ordinance to employees for each hour the employee performs a Measurable Amount of Work on this Agreement. The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

Violations of this requirement may result in disqualification of the Recipient from bidding on or being awarded a County agreement or contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Agreement; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law. For purposes of this Section, a "Measurable Amount of Work" is defined as a definitive allocation of an employee's time that can be attributed to work performed under this Agreement, but that is not less than a total of one hour in any one week period.

**14. Conflict of Interest**

- A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.
- C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

**15. Equipment Purchase, Maintenance, and Ownership**

- A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as an Agreement budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Recipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

**16. Proprietary Rights**

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Recipient, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

**17. Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**18. King County Recycled Product Procurement Policy**

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

**19. Future Support**

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

**20. Entire Agreement/Waiver of Default**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

**21. Amendments**

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

**22. Notices**

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within

which a party must take some action shall be computed from the date that the notice is received by said party.

**23. Services Provided in Accordance with Law and Rule and Regulation**

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

**24. Applicable Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

**25. Electronic Processing and Signatures**

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docuSign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

**26. No Third Party Beneficiaries**

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

**END OF COUNTY TERMS AND CONDITIONS**